JD-09-22
Plymouth, MN

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES

GOLDEN ELECTRIC, LLC

and Case 18–CA–277039

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL 292

Chinyere Ohaeri, Esq.,
for the General Counsel.
Courtney Ernston, Esq.,
for the Respondent.
Alex Bollman, Esq.,
for the Charging Party.

DECISION

GEOFFREY CARTER, Administrative Law Judge. The General Counsel alleges in this case that Golden Electric, LLC (Respondent), violated Section 8(a)(5) and (1) of the National Labor Relations Act (the Act) when, in February 2021, Respondent: stopped abiding by the collective-bargaining agreements negotiated by the Minneapolis Chapter of the National Electrical Contractors Association; repudiated its obligation to bargain with the International Brotherhood of Electrical Workers, Local 292 (Union); and withdrew recognition from the Union. Based on the evidentiary record, which Respondent did not contest beyond filing an answer with two affirmative defenses that Respondent did not litigate, I have found that Respondent violated the Act as alleged in the complaint.

STATEMENT OF THE CASE

This case was tried by videoconference on January 24, 2022.[1] The Union filed the charge on May 12, 2021.[2] On September 10, 2021, the General Counsel issued a complaint in which it alleged that Respondent violated Section 8(a)(5) and (1) of the Act by, on about February 4, 2021, withdrawing recognition from the Union and repudiating its obligation to bargain with the Union, and thereby failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of Respondent's employees. On September 22, 2021, Respondent filed a timely answer denying the alleged violations in the complaint.[3]

[1] None of the parties objected to conducting the trial by videoconference.

[2] All dates are in 2021, unless otherwise indicated.

[3] On January 12, 2022, the General Counsel filed an "Amendment to Complaint" that corrected pars. 2 and 4 of the complaint and revised a paragraph describing the remedies that the General Counsel sought for the alleged violations of the Act.

On January 20, 2022, the General Counsel issued an amended complaint that generally alleged the same violations of the Act but clarified various details. On January 21, 2022, Respondent filed a timely answer to the amended complaint. This time, however, Respondent admitted to each of the factual allegations in the complaint but asserted affirmative defenses that Respondent's letter of assent to being bound by bargaining between the Association and the Union was obtained by coercion, fraudulent means, and illegal intimidation tactics. In a January 22, 2022 email, Respondent advised me and the parties that it would not appear at the trial to litigate the affirmative defenses. Consistent with that communication, Respondent did not appear for or participate in the January 24, 2022 trial in this case.

On the entire record,[4] including my observation of the demeanor of the witnesses, and after considering the oral arguments presented by the General Counsel and Charging Party,[5] I make the following

FINDINGS OF FACT[6]

I. JURISDICTION

Respondent, a limited liability company with an office and place of business in Plymouth, Minnesota, provides electrical contracting services and materials, including residential services and public utility subcontracting services. In the 2021 calendar year, Respondent earned gross revenues in excess of $500,000 and purchased and received goods at its facility that are valued in excess of $10,000 and came directly from suppliers who received those goods from points outside the State of Minnesota. In addition, in the 2021 calendar year, Respondent provided services valued in excess of $50,000 to Xcel Energy, Inc., a public utility that is directly engaged in interstate commerce. Respondent admits, and I find, that Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act. Respondent also admits, and I find, that the Union has been a labor organization within the meaning of Section 2(5) of the Act.

[4] The transcript and exhibits in this case generally are accurate. However, I hereby make the following corrections to the trial transcript: p. 22, l. 17: "Unit" should be "Union"; and p. 34, l. 10: "defense of" should be "defensive".

[5] At the start of trial on January 24, 2022, the General Counsel asked to present oral argument at the end of the trial in lieu of filing briefs. Consistent with Board Rule 102.42, I subsequently advised that I would proceed with only hearing oral argument in lieu of briefs. I noted, however, that I would reconsider that plan if any party, by January 31, 2022, requested briefing. None of the parties requested (during trial or in the 1-week timeframe after trial) the opportunity to file a posttrial brief.

[6] Although I have included several citations in this decision to highlight particular testimony or exhibits in the evidentiary record, I emphasize that my findings and conclusions are not based solely on those specific citations, but rather are based on my review and consideration of the entire record for this case.

II. Alleged Unfair Labor Practices

A. The Minneapolis Chapter of the National Electrical Contractors Association

The Minneapolis Chapter of the National Electrical Contractors Association (the Association) is an organization composed of approximately 100 employers in the electrical contracting industry. As one of its purposes, the Association represents its employer-members in negotiating and administering collective-bargaining agreements with various labor organizations, including the Union. (GC Exh. 1(n), (p) (par. 4(a)); Tr. 24.)

B. The 2018–2021 Collective-Bargaining Agreement

On about June 20, 2018, the Association and the Union entered into an "Inside Construction and Maintenance" collective-bargaining agreement effective from May 8, 2018, through April 30, 2021. Among other provisions, the agreement: includes a union-security clause requiring all employees to be members of the Union in good standing; states that the Union shall be the sole and exclusive source of referral of applicants for employment; requires employers to contribute to various pension and health and welfare funds; and requires employers to deduct union dues from employee pay and remit those dues to the Union (if the employee has provided a voluntary written authorization). An employer who assents to the collective-bargaining agreement is bound by the collective-bargaining agreement and recognizes the Union as the sole and exclusive representative of all its employees performing work covered by the agreement for the purpose of collective bargaining with respect to rates of pay, hours of work and other conditions of employment. (GC Exh. 5 (Page 1 ("Agreement"); Art. III, Sec. 3.09, 3.10(a); Art. IV, Sec. 4.02; Art. VI); Tr. 22–23, 28–30; see also GC Exh. 6 (memorandum of understanding concerning the pre-apprentice program, executed in August 2018, and in effect through April 30, 2021); Tr. 23–24.)

C. June 2020 – Respondent Executes a Letter of Assent

On June 8, 2020, Respondent, through owner/sole member Kimberly Swanson, executed a "letter of assent" that stated as follows:

> In signing this letter of assent, the undersigned firm does hereby authorize [the Association] as its collective bargaining representative for all matters contained in or pertaining to the current [2018–2021] and any subsequent approved Inside [Construction and Maintenance] labor agreement between the [Association] and [the Union].
>
> In doing so, the undersigned firm agrees to comply with, and be bound by, all of the provisions in said current and subsequent approved labor agreements. This authorization, in compliance with the current approved labor agreement, shall become effective on the 8th day of June, 2020. It shall remain in effect until terminated by the undersigned employer giving written notice to the [Association] and to the [Union] at least one hundred fifty (150) days prior to the then current anniversary date of the applicable approved labor agreement.

(GC Exh. 2; Tr. 25; see also GC Exhs. 3–4 (union letters to the Association and Respondent to provide a copy of the executed letter of assent and a copy of a memorandum of understanding that Respondent and the Union executed to identify Swanson as a "working employer"); Tr. 25–28 (noting that in connection with executing the letter of assent, Respondent wrote a wage fringe bond check to the National Electrical Contractors Association).)

The following employees of Respondent constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act and are covered by the collective-bargaining agreements between the Association and the Union:

> All full-time and regular part-time employees performing work covered by the Agreement between the Minneapolis Chapter, National Electrical Contractors Association and the Union, including foremen, CS/Welder/Tech 1 & 2, Journeymen Electricians, and Apprentices, in the following geographical area: Contains all of Hennepin, Carver and Scott Counties, and all that part of Anoka County containing these Cities: Andover, Anoka, Columbia Heights, Coon Rapids, Fridley, Hilltop, Ramsey and Spring Lake Park; all of Wright County and that portion of Benton and Sherburne Counties east of State Highway 25 to Highway 10 and an imaginary line straight west to the Mississippi River; excluding office clerical employees, and guards and supervisors as defined in the National Labor Relations Act, as amended.

(GC Exh. 1(n), (p) (par. 6).)

By executing the letter of assent, Respondent recognized the Union as the exclusive collective-bargaining representative of employees in the bargaining unit without regard to whether the Union's majority status had ever been established under Section 9(a) of the Act. This recognition is embodied in the 2018–2021 and 2021–2024 collective-bargaining agreements between the Association and the Union. (GC Exh. 1(n), (p) (par. 7(d); see also GC Exh. 5 (Art. III, Sec. 3.10(a)), 7 (Art. III, Sec. 3.10(a)).)

D. February 4, 2021 – Respondent Sends an Untimely Letter in an Effort to Terminate its June 2020 Letter of Assent

In a letter dated February 4, 2021, Respondent notified the Association and the Union that Respondent was terminating the letter of assent that Respondent executed in June 2020. Respondent also withdrew recognition from the Union and repudiated its obligation to bargain with the Union. Since Respondent sent its letter only 85 days before the April 30, 2021 anniversary date (expiration date) of the 2018–2021 collective-bargaining agreement, Respondent's notice of its intent to terminate the letter of assent did not meet the 150-day notice requirement set forth in the letter of assent and therefore was untimely. (GC Exhs. 1(n), (p) (pars. 7–8), 2; Tr. 30–31; see also Tr. 30 (noting that since February 4, 2021, the Union has not received any requests from Respondent to refer applicants for employment, and has not received any dues payments pursuant to the dues check-off provisions of the collective-bargaining agreements).)

E. The 2021–2024 Collective-Bargaining Agreement

On about July 12, 2021, the Association and the Union entered into a successor collective-bargaining agreement, effective from May 1, 2021, through April 30, 2024. Like the 2018–2021 agreement, the 2021–2024 agreement: includes a union-security clause requiring all employees to be members of the Union in good standing; states that the Union shall be the sole and exclusive source of referral of applicants for employment; requires employers to contribute to various pension and health and welfare funds; and requires employers to deduct union dues from employee pay and remit those dues to the Union (if the employee has provided a voluntary written authorization). Through its June 2020 letter of assent, Respondent is bound by the terms of the 2021–2024 collective-bargaining agreement. (GC Exhs. 1(n), (p) (par. 4(d)), 6, 7 (Page 1 ("Agreement"); Art. III, Sec. 3.09; Art. IV, Sec. 4.02; Art. VI); Tr. 18–21, 23–24, 28–30.)

DISCUSSION AND ANALYSIS

A. Credibility Findings

A credibility determination may rely on a variety of factors, including the context of the witness' testimony, the witness' demeanor, the weight of the respective evidence, established or admitted facts, inherent probabilities and reasonable inferences that may be drawn from the record as a whole. Credibility findings need not be all-or-nothing propositions—indeed, nothing is more common in all kinds of judicial decisions than to believe some, but not all, of a witness' testimony. *Farm Fresh Co., Target One, LLC*, 361 NLRB 848, 860 (2014) (noting that an administrative law judge may draw an adverse inference from a party's failure to call a witness who may reasonably be assumed to be favorably disposed to a party, and who could reasonably be expected to corroborate its version of events, particularly when the witness is the party's agent).

The operative facts in this case are not in dispute. Respondent admitted to most of the operative facts in its answer to the amended complaint and did not participate in the trial. The testimony of the General Counsel's sole witness, Union assistant business manager Jennifer Mudge, was credible and unrebutted. The Findings of Fact above are based on Respondent's admissions, exhibits that were entered into the record without objection, and credible, unrebutted witness testimony.

B. Did Respondent Violate Section 8(a)(5) *and* (1) *of the Act by Failing and Refusing to Bargain Collectively and in Good Faith with the Union?*

1. Complaint allegations

The General Counsel alleges that Respondent violated Section 8(a)(5) and (1) of the Act by, since about February 4, 2021, withdrawing recognition from the Union and repudiating its obligation to bargain with the Union, thereby failing and refusing to bargain collectively and in good faith with the Union as the exclusive collective-bargaining representative of Respondent's employees in the bargaining unit.

2. Applicable legal standard

Under Section 8(f) of the Act, employers and unions in the construction industry are permitted to enter into collective-bargaining agreements before the unions have established their majority status. Parties entering into 8(f) agreements are bound to those contracts for their terms, but either party is free to repudiate the collective-bargaining relationship once the 8(f) contract expires. *Taylor Ridge Paving & Construction Co.*, 365 NLRB No. 168, slip op. at 2 (2017).

Construction industry employers can bind themselves to 8(f) agreements by various means. For example, employers may enter into 8(f) agreements directly, through membership in multi-employer associations which bargain on their behalf. Employers that are not members of a multi-employer association may also execute memoranda of understanding ("me-too" agreements) which bind them to agreements negotiated by the union and the association. These "me-too" agreements may bind an employer not only to an existing agreement, but to successor master contracts negotiated between the employer association and union. In order to determine an employer's obligation under a "me-too" agreement, the Board will look to the actual terms of the separate agreement(s) referenced in the "me-too" document that the employer signs. If those separate agreements have automatic renewal provisions, those renewal provisions will be given effect and bind the non-signatory "me-too" employer to the continuation of the agreements. *Taylor Ridge Paving & Construction Co.*, 365 NLRB No. 168, slip op. at 2–3.

3. Analysis

The evidentiary record shows that on June 8, 2020, Respondent signed a letter of assent that authorized the Association to act as its collective-bargaining representative. Through the letter of assent, Respondent also agreed to be bound by the 2018–2021 collective-bargaining agreement between the Association and the Union, and also to be bound by any subsequent approved collective-bargaining agreements unless Respondent terminated the authorization by providing a written notice to the Association and the Union at least 150 days before the anniversary (expiration) date of the applicable collective-bargaining agreement. (Findings of Fact (FOF), Sec. II(C).)

Respondent sought to terminate the letter of assent on February 4, 2021, and also withdrew recognition from the Union and repudiated its obligation to bargain with the Union. Respondent's termination notice, however, was untimely as to the 2021–2024 collective-bargaining agreement because Respondent sent the notice less than 150 days before the April 30, 2021 expiration date of the 2018–2021 collective-bargaining agreement. (FOF, Sec. II(D).)

I find that Respondent violated Section 8(a)(5) and (1) of the Act when, contrary to the obligations that it agreed to in the letter of assent, Respondent repudiated its obligation to bargain with the Union and withdrew recognition from the Union. Respondent's actions were unlawful, as it was bound to both the 2018–2021 and the 2021–2024 collective-bargaining agreements based on the letter of assent that Respondent signed and failed to terminate in a timely manner. See *City Electric*, 288 NLRB 443, 444–445 (1988) (finding that the employer was bound to a 1980–1981 collective-bargaining agreement because the employer had previously signed a letter of assent that was still in effect when the association negotiated and executed the agreement); see

also *Taylor Ridge Paving & Construction Co.*, 365 NLRB No. 168, slip op. at 3 (noting that a party may not lawfully terminate an 8(f) agreement during its term).

Respondent raised two affirmative defenses in its answer to the amended complaint, asserting that: (a) it was coerced into signing the letter of intent; and (b) the Union obtained Respondent's agreement to the letter of assent through "fraudulent means and illegal intimidation tactics." (See GC Exh. 1(p) (p. 2) (Respondent's Answer to Amended Complaint).) Both of those defenses fail. First, Respondent waived the defenses by failing to litigate them in the trial. *United Government Security Officers of America International and its Local 129*, 367 NLRB No. 5, slip op. at 1, fn. 1 (2018) (finding that the employer waived its Sec. 10(b) defense because the defense was insufficiently specific and was not litigated during the hearing). Second, there is no evidence in the record to support either defense, as none of the exhibits or testimony in the record support a finding of coercion or fraud. Accordingly, my finding that Respondent violated the Act stands.

CONCLUSIONS OF LAW

1. Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

2. The Union is a labor organization within the meaning of Section 2(5) of the Act.

3. By, on about February 4, 2021, withdrawing recognition from the Union and repudiating its obligation to bargain with the Union, and thereby failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees, Respondent violated Section 8(a)(5) and (1) of the Act.

4. The unfair labor practices stated in Conclusion of Law 3, above, affect commerce within the meaning of Section 2(6) and (7) of the Act.

REMEDY

Having found that Respondent has engaged in certain unfair labor practices, I shall order it to cease and desist therefrom and to take certain affirmative action designed to effectuate the policies of the Act.

Respondent, having unlawfully repudiated its obligations under the 2018–2021 and 2021–2024 collective-bargaining agreements with the Union, shall rescind its actions and shall make its bargaining unit employees whole for any loss of earnings and other benefits that resulted from Respondent's unlawful refusal to comply with the terms and conditions of the collective-bargaining agreements. The make-whole remedy for this violation shall be computed in accordance with *Ogle Protection Service*, 183 NLRB 682 (1970), enfd. 444 F.2d 502 (6th Cir. 1971), with interest at the rate prescribed in *New Horizons*, 283 NLRB 1173 (1987), compounded daily as prescribed in *Kentucky River Medical Center,* 356 NLRB 6 (2010). The remedy includes: making all contractually-required contributions to union benefit funds that Respondent has failed to make since February 4, 2021, including any additional amounts due the funds, in accordance with *Merryweather Optical Co*., 240 NLRB 1213, 1216 (1979); and

reimbursing unit employees for any expenses resulting from Respondent's unlawful changes to their contractual benefits, as set forth in *Kraft Plumbing & Heating*, 252 NLRB 891 fn. 2 (1980), affd. 661 F.2d 940 (9th Cir. 1981), with interest as set forth in *New Horizons* and *Kentucky River Medical Center*, supra.

In addition, Respondent, having unlawfully repudiated its obligations under the 2018–2021 and 2021–2024 collective-bargaining agreements with the Union and thereby having failed to use the Union's hiring hall since about February 4, 2021, shall: resume complying with the hiring hall provisions in the applicable agreement(s); offer immediate and full employment to those work applicants who would have been referred to Respondent for employment by the Union were it not for Respondent's unlawful conduct; and make those applicants whole for any losses suffered by reason of Respondent's failure to hire them. Backpay for this violation shall be computed in the manner set forth in *F. W. Woolworth Co.*, 90 NLRB 289 (1950), with interest as set forth in *New Horizons* and *Kentucky River Medical Center*, supra.

Further, to the extent that Respondent has, since February 4, 2021, failed to make deductions for union dues from employees' wages pursuant to the dues check-off provisions of the collective-bargaining agreements and voluntary written authorization from employees, and failed to remit such payments to the Union, Respondent shall resume deducting and remitting union dues and shall make the Union whole for any loss of payments due to Respondent's unlawful action. The make-whole remedy for this violation shall include interest as set forth in *New Horizons* and *Kentucky River Medical Center*, supra, and Respondent shall make the Union whole without recouping the money owed for past dues from employees. To prevent a double recovery by the Union, however, payment by Respondent to the Union under this remedy shall be offset by the amount of dues actually collected by the Union from members who authorized dues check-off since February 4, 2021, notwithstanding Respondent's failure to remit such amounts to the Union. *Distler Construction Co.*, 363 NLRB 187, 190 & fn. 2 (2015).

In accordance with *Don Chavas, LLC d/b/a Tortillas Don Chavas,* 361 NLRB 101 (2014), Respondent shall compensate bargaining unit employees and work applicants for the adverse tax consequences, if any, of receiving a lump-sum backpay award. In addition, in accordance with *AdvoServ of New Jersey, Inc.,* 363 NLRB 1324 (2016), and *Cascades Containerboard Packaging–Niagara*, 370 NLRB No. 76 (2021), as modified in 371 NLRB No. 25 (2021), Respondent shall, within 21 days of the date the amount of backpay is fixed either by agreement or Board order (or such additional time as the Regional Director may allow for good cause shown), file with the Regional Director for Region 18: a report allocating backpay to the appropriate calendar year(s); and a copy of each backpay recipient's corresponding W–2 form(s) reflecting the backpay award. The Regional Director will then assume responsibility for transmitting the report and form(s) to the Social Security Administration at the appropriate time and in the appropriate manner.

Finally, since Respondent does not operate out of a physical location where a notice can be posted, I shall require Respondent, at its own expense, to mail and email a notice to all current employees and former employees employed by Respondent, as well as to all work applicants for bargaining unit positions, at any time since February 4, 2021.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[7]

ORDER

Respondent, Golden Electric, LLC, Plymouth, Minnesota, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Failing and refusing to bargain in good faith with the International Brotherhood of Electrical Workers, Local 292 (Union), as the exclusive collective-bargaining representative of bargaining unit employees in the following appropriate bargaining unit:

> All full-time and regular part-time employees performing work covered by the Agreement between the Minneapolis Chapter, National Electrical Contractors Association and the Union, including foremen, CS/Welder/Tech 1 & 2, Journeymen Electricians, and Apprentices, in the following geographical area: Contains all of Hennepin, Carver and Scott Counties, and all that part of Anoka County containing these Cities: Andover, Anoka, Columbia Heights, Coon Rapids, Fridley, Hilltop, Ramsey and Spring Lake Park; all of Wright County and that portion of Benton and Sherburne Counties east of State Highway 25 to Highway 10 and an imaginary line straight west to the Mississippi River; excluding office clerical employees, and guards and supervisors as defined in the National Labor Relations Act, as amended.

(b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Honor and comply with the terms and conditions of the collective-bargaining agreements between the Union and the Minneapolis Chapter of the National Electrical Contractors Association (Association), effective from May 8, 2018, through April 30, 2021, and from May 1, 2021, through April 30, 2024.

(b) Make whole all affected bargaining unit employees for any loss of earnings and other benefits suffered as a result of Respondent's failure to honor the 2018–2021 and 2021–2024 collective-bargaining agreements, in the manner set forth in the remedy section of this decision.

(c) Make all contractually-required contributions to the Union's fringe benefit funds that Respondent has failed to make since February 4, 2021, and reimburse bargaining unit employees, with interest, for any expenses resulting from Respondent's failure to make the required payments since February 4, 2021, in the manner set forth in the remedy section of this decision.

[7] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

(d) Offer immediate and full employment to those work applicants who would have been referred to Respondent for employment through the Union's hiring hall but for Respondent's unlawful conduct and make those applicants whole for any losses suffered by reason of Respondent's failure to hire them, in the manner set forth in the remedy section of this decision.

(e) Make the Union whole for any loss of payments resulting from Respondent's failure to make deductions for union dues from employees' wages pursuant to the dues check-off provisions of the collective-bargaining agreements and voluntary written authorization from employees, and failure to remit such payments to the Union since February 4, 2021, in the manner set forth in the remedy section of this decision.

(f) Compensate bargaining unit employees and work applicants for the adverse tax consequences, if any, of receiving lump-sum backpay awards, and file with the Regional Director for Region 18, within 21 days of the date the amount of backpay is fixed, either by agreement or Board order or such additional time as the Regional Director may allow for good cause shown, a report allocating the backpay awards to the appropriate calendar year(s) and a copy of the corresponding W–2 forms reflecting the backpay award.

(g) Preserve and, within 14 days of a request, or such additional time as the Regional Director may allow for good cause shown, provide at a reasonable place designated by the Board or its agents, all payroll records, social security payment records, timecards, personnel records and reports, and all other records, including an electronic copy of such records if stored in electronic form, necessary to analyze the amount of backpay due under the terms of this Order.

(h) Within 14 days after service by the Region, mail and email a copy of the attached notice marked "Appendix"[8] to all current employees and former employees employed by the Respondent, as well as all work applicants for bargaining unit positions, at any time since February 4, 2021. Copies of the notice shall be on forms provided by the Regional Director for Region 18 and be signed by the Respondent's authorized representative. In addition to mailing and emailing copies of the notice, the Respondent shall distribute the notices electronically, such as by posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees and/or work applicants by such means. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these

[8] If Respondent is open and staffed by a substantial complement of employees, the notices must be sent within 14 days after service by the Region. If Respondent is closed due to the Coronavirus Disease 2019 (COVID–19) pandemic, the notices must be sent within 14 days after Respondent reopens and a substantial complement of employees has returned to work, and the notices may not be sent until a substantial complement of employees has returned to work. Any delay in sending copies of the notice also applies to the electronic distribution of the notice if Respondent customarily communicates with its employees by electronic means.

If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

proceedings, the Respondent still shall be obligated to mail and email a copy of the notice to all current employees and former employees employed by the Respondent, as well as all work applicants for bargaining unit positions, at any time since February 4, 2021.

(i) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated, Washington, D.C. , February 10, 2022.

Geoffrey Carter

Geoffrey Carer
Administrative Law Judge

APPENDIX

NOTICE TO EMPLOYEES

Posted by Order of the
National Labor Relations Board
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union
Choose representatives to bargain with us on your behalf
Act together with other employees for your benefit and protection
Choose not to engage in any of these protected activities.

WE WILL NOT fail and refuse to bargain in good faith with the International Brotherhood of Electrical Workers, Local 292 (Union) as the exclusive collective-bargaining representative of bargaining unit employees in the following appropriate bargaining unit:

All full-time and regular part-time employees performing work covered by the Agreement between the Minneapolis Chapter, National Electrical Contractors Association and the Union, including foremen, CS/Welder/Tech 1 & 2, Journeymen Electricians, and Apprentices, in the following geographical area: Contains all of Hennepin, Carver and Scott Counties, and all that part of Anoka County containing these Cities: Andover, Anoka, Columbia Heights, Coon Rapids, Fridley, Hilltop, Ramsey and Spring Lake Park; all of Wright County and that portion of Benton and Sherburne Counties east of State Highway 25 to Highway 10 and an imaginary line straight west to the Mississippi River; excluding office clerical employees, and guards and supervisors as defined in the National Labor Relations Act, as amended.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce employees in the exercise of the rights guaranteed them by Section 7 of the Act.

WE WILL honor and comply with the terms and conditions of the collective-bargaining agreements between the Union and the Minneapolis Chapter of the National Electrical Contractors Association, effective from May 8, 2018, through April 30, 2021, and from May 1, 2021, through April 30, 2024.

WE WILL make whole all affected bargaining unit employees for any loss of earnings and other benefits suffered as a result of our failure to honor the 2018–2021 and 2021–2024 collective-bargaining agreements.

WE WILL make all contractually-required contributions to the Union's fringe benefit funds that we failed to make since February 4, 2021, and WE WILL reimburse bargaining unit employees,

with interest, for any expenses resulting from our failure to make the required payments since February 4, 2021.

WE WILL offer immediate and full employment to those work applicants who would have been referred to us for employment through the Union's hiring hall but for our unlawful conduct, and WE WILL make those applicants whole for any losses suffered by reason of our failure to hire them.

WE WILL make the Union whole for any loss of payments resulting from our failure to make deductions for union dues from employees' wages pursuant to the dues check-off provisions of the collective-bargaining agreements and voluntary written authorization from employees, and our failure to remit such payments to the Union since February 4, 2021.

WE WILL compensate bargaining unit employees and work applicants for the adverse tax consequences, if any, of receiving lump-sum backpay awards, and WE WILL file with the Regional Director for Region 18, within 21 days of the date that the amount of backpay is fixed, either by agreement or Board order or such additional time as the Regional Director may allow for good cause shown, a report allocating the backpay awards to the appropriate calendar year(s) for each employee and a copy of the corresponding W–2 forms reflecting the backpay award.

GOLDEN ELECTRIC, LLC

(Employer)

Dated _____ By _____

(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlrb.gov

Federal Office Building, 212 3rd Avenue, S. Suite 200, Minneapolis, MN 55401-2221

(612) 348-1797, Hours: 8:00 a.m. to 4:30 p.m.

The Administrative Law Judge's decision can be found at https://www.nlrb.gov/case/18-CA-277039 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273–1940.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER (414) 930-7203.